

AGREEMENT

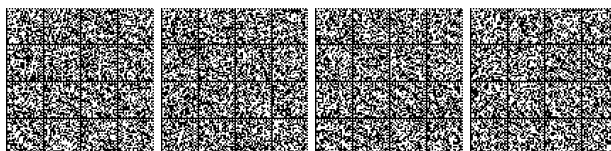
BETWEEN

**THE GOVERNMENT OF THE
ITALIAN REPUBLIC**

AND

**THE GOVERNMENT OF
MONGOLIA**

**ON CO-OPERATION IN THE FIELD OF
DEFENCE**



**AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC
AND THE GOVERNMENT OF MONGOLIA ON CO-OPERATION IN THE FIELD
OF DEFENCE**

INTRODUCTION

The Government of the Italian Republic and the Government of Mongolia (hereinafter referred to as “Parties”):

- confirming their commitment to the Charter of the United Nations;
- desiring to enhance co-operation between their Ministries of Defence;
- sharing the common understanding that mutual co-operation in the field of Defence will enhance the relationship between the Parties,

Have agreed as follows:

**ARTICLE 1
PRINCIPLES AND AIMS**

Cooperation between the Parties, ruled by the principles of equality, reciprocity and mutual interest, will be carried out in conformity with their respective domestic legislation and international commitments, as well as obligations of the Italian Party ensuing from its membership of the European Union, to encourage, facilitate and develop co-operation in the field of defence.

**ARTICLE 2
GENERAL COOPERATION**

1. Implementation

- a. On the basis of this Agreement the Parties may sign implementing arrangements military cooperation, as well as elaborate annual and long-term plans of bilateral co-operation in the defence sector, which will determine venues, dates and the number of participants and modalities of implementation of the co-operation activities.
- b. The annual plan of co-operation may be signed by authorized representatives of the Parties after mutual agreement.
- c. The organisation and conduct of concrete co-operation activities in the Defence field will be carried out by the Ministry of Defence of the Italian Republic and the Ministry of Defence of Mongolia.
- d. Possible consultations of the Parties’ representatives will be conducted alternately in Italy and in Mongolia in order to draw up and agree, if advisable and subject to bilateral approval, possible specific arrangements to supplement and complete this Agreement, as well as possible cooperation programmes between the Italian Armed Forces and the Mongolian Armed Forces.



2. Fields

Co-operation between the Parties may provide the following fields of implementation:

- a. Security and defence policy;
- b. Research and development, logistic support and acquisition of defence products and services;
- c. Humanitarian operations and peace support operations;
- d. Exchange of information in the field of defence in accordance with Article 8 of this Agreement;
- e. Education and training in the military field;
- f. Environmental issues related to pollution caused by military activities;
- g. Military medical service;
- h. Military history;
- i. Military sport;
- j. Other military fields that may be of mutual interest to both Parties.

3. Modalities

The co-operation between the Parties on defence matters may be possible through:

- a. Mutual visits by delegations of civilian and military agencies;
- b. Exchange of experiences between experts of the Parties;
- c. Meetings between representatives of defence institutions;
- d. Exchange of lecturing and training personnel as well as of students from military institutions;
- e. Participation in theoretical and practical training courses, orientation periods, seminars, conferences, roundtable discussions and symposiums, offered in military and civilian defence establishments;
- f. Participation in military exercises;
- g. Participation in stabilization, peacekeeping and humanitarian operations;
- h. Visits to the military ships and aircrafts;
- i. Exchange of cultural and sporting activities;
- j. Encourage commercial initiatives related to defence products and services linked to defence matters;
- k. Any other military fields that may be of mutual interest to the Parties.

ARTICLE 3 FINANCIAL MATTERS

1. Parties shall be responsible for its own expenses incurred in the implementation of this Agreement, as regards:
 - a. travel expenses, per diem, salaries, health and accident insurance for illness and injury and any other allowance due to its own personnel under its regulations;
 - b. medical and dental expenses, as well as those due to the removal or evacuation of its own sick, injured or deceased personnel.



2. Without prejudice to the terms of item “b”, above, the Host Party shall provide emergency treatment at medical facilities of its Armed Forces, to any personnel of the sending Party who may require urgent medical assistance during the implementation of bilateral co-operation activities under this Agreement, and, where necessary, at other health care facilities, provided that the sending Party pay their own cost.
3. All activities carried out under this Agreement shall be subject to the availability of funds of the Parties.

ARTICLE 4 JURISDICTION

1. The Authorities of the host Party have the right to exercise their jurisdiction over military and civilian hosted personnel for the offences committed in their national territory and punishable under host Party’s legislation.
2. The Authorities of the sending Party, however, have the right to exercise on priority their jurisdiction over the members of their own Armed Forces and over civilian personnel – if it is subject to the law in force of the sending Party - in the following cases:
 - a. When the offences threaten the security of the sending Party;
 - b. When the offences result from acts or omissions – whether due to wilful or negligent behaviour – carried out during or in connection with duty service.

ARTICLE 5 COMPENSATION FOR DAMAGES

1. Compensation for any damage caused to the host Party by a member of the sending Party during or in connection-with their mission/exercise under this Agreement, will be settled by mutual agreement of the Parties, paid by the sending Party.
2. If the Parties are jointly responsible for any loss or damage caused during or in connection with the activities under this Agreement, the Parties shall, by mutual Agreement, settle that loss or damage.

ARTICLE 6 CO-OPERATION IN THE FIELD OF DEFENCE PRODUCTS

1. Category of armaments

In accordance with their respective national laws and in order to regulate activities relating to Defence equipment, the Parties agree on possible co-operation in the following categories of armaments:

- a. Ships and related equipment for military use;
- b. Aircraft and military helicopters, aero spatial system and related equipment;
- c. Tanks and vehicles for military use;
- d. Automatic firearms and associated ammunition;
- e. Medium and large-caliber weapons and associated ammunition;
- f. Bombs, mines (excluding anti-personnel mines), rocket, missiles, torpedoes and associated monitoring equipment;
- g. Gunpowder, explosives and propellants for military use;



- h. Electronic, electro-optical and photographic systems and related equipment for military use;
- i. Especially manufactured armored materials for military use;
- j. Specific materials for military training;
- k. Machines and equipment designed for manufacturing, testing and monitoring weapons and ammunitions;
- l. Special equipment manufactured for military use.

The mutual procurement of products of interest of the respective armed forces shall take place under this Agreement and can be implemented either through direct State-to-State operations or through private companies authorized by the respective Governments.

The respective Governments undertake not to re-export the acquired material to third Parties without the previous consent of the Party which originally provided the material.

2. Modalities

Activities in the area of defence industry and procurement policy, research, development of armaments and military equipment may take the following modalities:

- a. Scientific research, test and design;
- b. Exchange of experience in the technical sector;
- c. Mutual production, modernization and mutual technical services in sectors decided by the Parties;
- d. Support to the defence industries and governmental bodies in order to create co-operation in the field of military products production.

The Parties shall offer mutual technical and administrative support, assistance and collaboration to foster the fulfilment by industries and/or organizations concerning this Agreement and contracts signed under its provisions.

ARTICLE 7 INTELLECTUAL PROPERTY

The Parties commit themselves to put into effect the procedures required to ensure the safeguarding of all the intellectual property, including patents stemming, from the activities carried out in compliance with this Agreement, according to their laws and to international Agreements in this area, signed by the Parties, as well as regards Italian Republic, in compliance with the obligations arising from its membership of the European Union.

ARTICLE 8 SECURITY OF CLASSIFIED INFORMATION

1. "Classified information" is any information, act, activity, document, material or a thing to which one of the Parties has assigned a security classification.
2. All classified information exchanged or generated in connection with this Agreement, will be used, transmitted, stored, handled and/or protected in accordance with the Parties' applicable internal laws and regulations.
3. Classified informations shall be transferred only through government-to-government channels approved by the Competent Security Authority/ Authority designated by the Parties or shall be transferred only through diplomatic pouch via the Permanent Diplomatic



Representation. It is prohibited to carry diplomatic pouch by a person who is not security cleared to carry any diplomatic pouch.

4. The Parties agree that the following levels of security classification are equivalent and correspond to the levels of security classification provided by the national laws and regulations of each Party:

Italian Republic	Corresponding (in English)	Mongolia
SEGRETISSIMO	TOP SECRET	ОНЦ ЧУХАЛ МАШ НУУЦ
SEGRETO	SECRET	МАШ НУУЦ
RISERVATISSIMO	CONFIDENTIAL	НУУЦ
RISERVATO	RESTRICTED	АЛБАН ХЭРЭГЦЭЭНД

5. Access to classified information exchanged on the basis of this Agreement is permitted to the personnel of the Parties who have a need-to-know and an adequate level of security clearance in compliance with national laws and regulations.
6. The Parties shall ensure that all classified information exchanged, will be used only for the intended purposes within the objectives and the scope of this Agreement.
7. Transfer to third Parties or international Organizations of classified information, obtained as a result of cooperation in the field of Defence products covered by this Agreement, shall be subject to the prior written consent of the Competent Security Authority of the generating Party.
8. Without prejudice to the immediate effect of the clauses contained in this article, further aspects of security relating to classified information not contained in this Agreement shall be governed by respective Competent Security Authorities or by special Agreement on security concluded by the respective Competent Security Authorities designated for that purpose by the Parties.

ARTICLE 9 SETTLEMENT OF DISPUTES

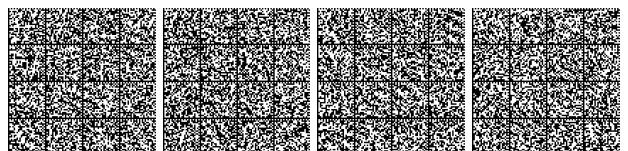
Any dispute regarding the interpretation or application of this Agreement shall be resolved through direct consultations between the Parties, through diplomatic channels.

ARTICLE 10 ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the second of the two written notifications by which the Parties shall inform each other, through diplomatic channels, of the fulfillment of their respective domestic requirements for the entry into force of this Agreement.

ARTICLE 11 SUPPLEMENTARY PROTOCOLS, AMENDMENTS, REVISIONS AND PROGRAMMES

1. With the consent of both Parties, supplementary protocols may be concluded in specific areas of co-operation on defence matters involving military and civilian establishments, under the terms of this Agreement.



2. Supplementary protocols negotiated between both Parties shall be elaborated according to national procedures and shall be restricted to the purposes of this Agreement without contradicting the respective national legislations.
3. Implementation programs that will give effect to this Agreement or its supplementary protocols shall be elaborated, developed and implemented by the personnel authorized by the Ministry of Defence of the Italian Republic and the Ministry of Defence of Mongolia according to mutual interests, in close coordination with both Ministries of Foreign Affairs and the Competent Security Authorities for the aspects concerning the classified information of both Parties, where applicable.
4. This Agreement shall be amended or revised by mutual consent through an Exchange of Notes between the Parties, through diplomatic channels.
5. Supplementary Protocols, amendments and revisions shall enter into force as specified in Article 10 (ENTRY INTO FORCE) of this Agreement.

ARTICLE 12 DURATION AND TERMINATION

1. This Agreement shall remain in force until either of the Parties decides, at any time, to terminate it.
2. The termination by a Party shall be notified to the other Party in writing through diplomatic channels, and shall be effective ninety (90) days after the receipt of the notification by the other Party.
3. The termination of this Agreement shall not affect any on-going programs and activities under this Agreement, unless otherwise decided by the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Rome on 3rd May 2016 in two originals, in Italian, Mongolian and English, all texts being equally authentic. In case of any divergence on the interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE
ITALIAN REPUBLIC

FOR THE GOVERNMENT OF
MONGOLIA

